

EXHIBIT A

OTHER TERMS AND CONDITIONS

4. **FINANCE CHARGE AND PAYMENTS.**
a. **HOW WE FIGURE THE FINANCE CHARGE.** We figure the Finance Charge using the true daily earnings method as defined by the Texas Finance Code. Under the true daily earnings method, the Finance Charge will be figured by applying the daily rate to the unpaid portion of the Amount Financed for the number of days the unpaid portion of the Amount Financed is outstanding. The daily rate is 6.95% Annual Percentage Rate. The unpaid portion of the Amount Financed does not include late charges or return check charges.
b. **HOW WE WILL APPLY YOUR PAYMENTS.** We will apply your payments in the following order:
 1. Unpaid finance charge and interest due under this agreement.
 2. HOW EARLY PAYMENTS CHANGE WHAT YOU MUST PAY. We base the Finance Charge, Total of Payments and Total Sale Price as all payments were made as scheduled. If you do not timely make all your payments in at least the correct amount, you will have to pay more in interest and/or additional payments. At our option, you will have to pay more payments of the same amount as your scheduled payment with a smaller last payment. If you make scheduled payments early, your Finance Charge will be reduced (less). If you make your scheduled payments late, your Finance Charge will increase. We will send you a notice about these changes before the first scheduled payment is due.
- c. **TRANSFER OF RIGHTS.** We may transfer this contract to another person. That person will then have all the rights, privileges, and remedies.
- d. **SETTLEMENTS FOR BALLOON PAYMENT CONTRACTS.** A balloon payment is a scheduled payment made more than twice the amount of the average of your scheduled payments, other than the downpayment, that are due before the balloon payment. You can pay all you owe when the balloon payment is due and keep your vehicle; if you buy the vehicle primarily for personal use, we will let you do so. You can make a balloon payment agreement to refinance the balloon payment when due without a financing fee. If you refinance the balloon payment, your periodic payments will not be larger or more often than the payments in this contract. The annual percentage rate in this new agreement will not be more than the Annual Percentage Rate in this contract. This provision does not apply if your payment schedule has been adjusted to your seasonal or irregular income.

- e. **YOUR OTHER PROMISES TO US:**
USE AND TRANSFER OF THE VEHICLE. You will not sell or transfer the vehicle without our written permission. If you do sell or transfer the vehicle, this will not release you from your obligations under this contract, and you must pay us the amount of equity of \$25.00 (50¢ for a heavy commercial vehicle). You will promptly tell us in writing if you change your address or the address where you keep the vehicle. We agree you may remove the vehicle from the U.S. for 72 hours or less, if the vehicle will continue to be covered by the terms of this contract. Requests to remove the vehicle for more than 72 hours must be approved by us in writing. You will not otherwise terminate this contract.

- f. **CARE OF THE VEHICLE.** You agree to keep the vehicle free from aliens, and claim except those that secure this contract. You will timely pay all taxes, fines, or charges pertaining to the vehicle. You will keep the vehicle in good condition and not damage the vehicle (abuse) or place it in jeopardy or use it illegally. You may paint all you owe even if the vehicle is lost, damaged or destroyed. If a third party takes a lien or claim against or possession of the vehicle, we may pay the third party any cost required to free the vehicle from all liens or claims. We may immediately demand that you pay all amounts you owe to the third party even if you do not pay this amount, we may repossess the vehicle and deduct that amount to the amount you owe. If we do not repossess the vehicle, we may still demand that you pay us, but we cannot compute a finance charge on this amount.

- g. **SECURITY INTEREST.** To secure all amounts you owe on this contract and any other property you give as security therefor, we will attach or record a security interest in the vehicle and any other items attached or any other goods financed in this contract.

- h. **ALL INSURANCE POLICY SERVICE CONTRACT OR OTHER CONTRACT FINANCED BY US AND ANY PROCEEDS OF THESE CONTRACTS ARE REFUNDED.**

- i. **ANY REFUNDS OF CHARGES INCLUDED IN THIS CONTRACT FOR INSURANCE, OR SERVICE CONTRACTS.**

- j. **THIS SECURITY INTEREST ALSO SECURES ANY EXTENSION OR MODIFICATION OF THIS CONTRACT.** The certificate of title must show our security interest in the vehicle. We will not release the security interest to be placed on the title without our written permission.

- k. **AGREEMENT TO KEEP VEHICLE INSURED.** You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. The insurer must be authorized to do business in the state where the vehicle is registered.

- l. **OUR RIGHT TO PURCHASE REQUIRED INSURANCE IF YOU FAIL TO KEEP THE VEHICLE INSURED.** If you fail to give us proof that you have insurance, we may buy physical damage insurance. We may pay insurance that covers your interest and our interest in the vehicle, or we may buy insurance that covers only your interest. You will then be liable for the premium and a finance charge on the contract rate. If we obtain collateral protection insurance, we will mail notice to your last known address shown in our file.

- m. **PHYSICAL DAMAGE INSURANCE PROCEEDS.** You must use physical damage insurance proceeds to pay what you owe us. You must use the insurance proceeds to repair the vehicle, or we may reduce what you owe under this contract. If we apply insurance proceeds to the amount you owe, they will apply to the amount you owe, and we will not deduct any amount due if you have insurance on the vehicle or credit insurance doesn't pay all you owe, you must pay what is still owed. Once all amounts owed under this contract are paid, any remaining proceeds will be paid to you.

- n. **RETURNED INSURANCE PREMIUMS AND SERVICE CONTRACT CHARGES.** Any premiums or service charges included in this contract or other contracts included in the cash price, we will subtract it from what you owe. Once all amounts owed under this contract are paid, any remaining refunds will be paid to you.

h. **APPLICATION OF CREDITS.** Any credit that reduces your debt will apply to your balance in the reverse order of when they are due, unless we decide to apply it to another part of the debt. The amount of the credit and all finance charge or interest on the credit will be applied to your payments in the reverse order of your payments.

3. **IF YOU LATE PAY OR BREAK YOUR OTHER PROMISES.**

LATE CHARGE. You will pay us a late charge as agreed to in this contract when it accrues.

b. **DEFAULT.** You will be in default if:

1. You do not pay any amount when it is due;
2. You give false, incomplete, or misleading information on a credit application;
3. You file for bankruptcy, bankruptcy is filed against you, or the vehicle becomes involved in a bankruptcy;
4. You allow a judgment to be entered against you or the collateral;
5. You break any of your promises in this agreement;

If you default, we can cease our rights under this contract and our other rights under the law.

c. **OUR RIGHT TO DEMAND PAYMENT IN FULL.** If you default, or we believe in good faith that you are not going to keep any of your promises, we can demand that you immediately pay all that you owe. We don't have to give you notice that we are demanding or threatening to demand payment of all that you owe.

d. **REPOSSESSION.** If you default, we can repossess the vehicle from you so peacefully. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If any personal items are in the vehicle, we can store them for you and give you written notice of your last known address shown on the bill of sale. Within 15 days of delivering the vehicle to your personal items, if you do not pay us these items within 31 days of the day we mail or deliver the notice to you, we may dispose of them, as applicable law allows. Any accessory, equipment, or replacement part stays with the vehicle.

e. **OUR RIGHT TO REDEEM.** We will take your vehicle, we will tell you how much you owe, and you will pay us that amount to get the vehicle back, we can sell it if no take-back option allowed by law. Your right to redeem ends when the vehicle is sold or we have entered into a contract for sale or accepted the collateral as full or partial satisfaction of a contract.

f. **DISTRIBUTION OF THE COLLATERAL.** If you don't pay us the amount you owe, we will take the vehicle back. If we sell the vehicle in a public or private sale, we will send you notice at least 10 days before we sell it. We can use the money we got from selling it to pay allowed expenses and to reduce the amount you owe. Allowed expenses are expenses we pay as a result of taking the vehicle, holding it, advertising it, and storing it in a manner that is reasonable for you, unless we must pay it to someone else. If the money from the sale is not enough to pay all you owe, you must pay the rest of what you owe plus interest. If we take or sell the vehicle, you will give us the certificate of title and any other document required by state law to transfer title of the vehicle.

g. **OUR ATTORNEY COSTS.** We hire an attorney who is not our employee to enforce this contract; you will pay reasonable attorney's fees and court costs as the applicable law allows. You will also pay our reasonable out-of-pocket expenses incurred in connection with retaining, holding, and selling the vehicle as the above.

h. **CANCELLATION OF OPTIONAL INSURANCE AND SERVICE CONTRACTS.** This contract may contain charges for insurance or service contracts or for services included in the cash price. If you default, you agree that we can claim benefits under these contracts to the extent allowable, and terminate them to obtain refundable premiums or credits that you will receive if the vehicle is sold. If the vehicle is a total loss because it is damaged or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. **INTEGRATION AND SEVERABILITY-CLAUSE.**

This contract contains the entire agreement between you and us relating to the sale and financing of the vehicle. If any part of this contract is valid, all other parts stay valid.

5. **LEGAL LIMITATIONS ON OUR RIGHTS.**

If we can't enforce our rights anyway, we can still enforce them later. We will exercise all of our rights in a lawful way. You don't have to pay finance charge or other amounts that are more than the law allows. This provision prevails over all other parts of this contract and over all other acts.

6. **SELLER'S DISCLAIMER OF WARRANTIES.**

Unless the seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

7. **User Car Buyer Guide.** The information you see on the window for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

8. **SERVICING AND COLLECTION CONTACTS.**

We may try to contact you at any mailing address, e-mail address, or phone number you give us as the law allows. We may try to contact you by calling (including mail, e-mail, and text messages) and by phone (including pre-recorded or artificial voice messages and automatic telephone dialing systems).

9. **APPLICABLE LAW.**

Federal and Texas law apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

This provision applies to this contract only if the vehicle financed in the contract was purchased for personal, family, or household use.

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ADDITIONAL PAGE TWO

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